

Terms of use for participation in MES Insights

Last update: Mai 2021

1. Scope and definition

- 1.1 These Terms of use apply to the participation in MES Insights as well as the use of the event platform and the related functions and services.
- 1.2 By registering as a user ("**user**") or any other form of access to the Event Platform and/or using the related functions and services, the user agrees to these Terms of use.
- 1.3 Conflicting, deviating or supplementary terms and conditions of purchase or business or other declarations by the user shall not apply unless Messe Berlin expressly agrees to their validity. These Terms of use shall also apply if Messe Berlin provides functions and/or services without reservation in the knowledge of conflicting or deviating terms/statements by the user.
- 1.4 Terms used in these Terms of Participation have the meanings set forth below:
- 1.4.1 "**Exhibitor**" means the exhibitor or co-exhibitor admitted to participate in MES Insights.
- 1.4.2 "**Exhibitor Content**" means the contributions provided by the Exhibitor to MES Insights, in particular, data, logos, advertisements, files, links, videos displayed and posted on the Event Platform.
- 1.4.3 "**Exhibitor Package**" refers to the scope of services that each exhibitor can book for his participation in MES Insights. An overview of the various exhibitor packages can be viewed at <https://www.mobility-electronics.de/en/>
- 1.4.4 "**MES Insights Code of Conduct**" means the code of conduct for participation in the Event and use of the Event Platform and features to which each user agrees to be bound and which each user will observe.
- 1.4.5 "**Statements, Information and Content**" means all statements, information and content, as well as posts, comments, links and other user Content that user sends, posts, shares or otherwise communicates while participating in the Event and using the Event Website and related features.
- 1.4.6 "**Features**" means all functions and services offered as part of MES Insights on the Event Platform, such as the chat function, videos, scheduling and all other websites, messages and services associated with MES Insights. The features are subject to this user agreement unless the parties have agreed otherwise.
- 1.4.7 "**MES Insights**" is a digital event organized by Messe Berlin GmbH ("**Messe Berlin**") for the electronics supplier industry of the mobility sector in B2B, which will take place from November 9, 2021, to November 11, 2021.
- 1.4.8 "**Messe Berlin**" is Messe Berlin GmbH with its registered office at Messedamm 22, 14055 Berlin, Germany.
- 1.4.9 "**User**" means any registered participant* of the Event and user of the features in connection with the Event Platform.
- 1.4.10 "**Terms of use**" means these Terms of use for participation in MES Insights and apply to the user Agreement.
- 1.4.11 "**User Profile**" means the profile with which the user registers to participate in MES Insights and with which the user uses the Event Platform and/or features.
- 1.4.12 "**Right of use**" means the right granted by the user in favor of Messe Berlin to use the statements, information and content.
- 1.4.13 "**User Agreement**" means the user agreement concluded between Messe Berlin and the user with regard to participation in the event and use of the event platform and the associated features.
- 1.4.14 "**Usage Period**" means the duration of the usability of the Event Platform and the features. The Usage Period shall be valid at least until December 15, 2021. Should the Usage Period be extended beyond December 15, 2021, these Terms of use shall apply accordingly.

- 1.4.15 **"Party/ies"** means, depending on the context, Messe Berlin and the user individually or jointly.
- 1.4.16 **"Event"** is the MES Insights.
- 1.4.17 **"Event Platform"** means the virtual platform under which MES Insights can be accessed and through which it exclusively takes place <https://www.virtualmarket.mobility-electronics.de/en>.
- 1.4.18 **"Event Website"** is the official website for MES Insights at <https://www.mobility-electronics.de/en/>.
- 1.4.19 **"Affiliated companies"** refers to all companies that are legally affiliated with Messe Berlin in accordance with Sections 15 ff. of the German Stock Corporation Act.

2. Conclusion of the user agreement, amendments

- 2.1 The conclusion of the user agreement is a prerequisite for participation in the event and the use of the event platform and the associated features. Registration and participation in the event as well as the use of the event platform and the associated features are free of charge for all registered users.
- 2.2 The user agreement comes into effect with the successful registration of the user in accordance with section 3 of these terms of use on the event platform and/or by accessing and/or using the event platform and the features. The subject matter of this usage agreement are these Terms of use, which the user agrees to in the course of registration.
- 2.3 Messe Berlin will review and amend its Terms of use from time to time. In this case, the user will be informed of any significant changes in good time. If the user does not agree with the changes, he is entitled to terminate this user agreement. In this case, the user's user profile will be deleted. See also section 12.4 these Terms of use.
- 2.4 Continued participation in the Event and/or use of the features following changes to the Terms of use shall mean that the user agrees to the updated Terms of use as of their effective date.

3. Registration, user profile

- 3.1 Each user must register on the event

platform in order to participate in MES Insights and use the features. At the same time, the user confirms that he accepts these Terms of use on which the user Agreement is based. The user will then receive a confirmation e-mail from Messe Berlin at the e-mail address provided in his registration, asking him to confirm the e-mail address by means of an activation link. Once the user has confirmed the e-mail address, the registration process is completed and the user agreement has come into effect.

- 3.2 With the conclusion of the user agreement, the user profile is activated for the user.
- 3.3 By registering, the user declares that he/she:
 - 3.3.1 is at least 18 years old;
 - 3.3.2 registers with the full and correct name and with a valid e-mail address;
 - 3.3.3 complies with these Terms of use, legal requirements and the MES Insights Code of Conduct;
 - 3.3.4 takes the necessary precautions to prevent third parties from participating in the event using his user profile.
- 3.4 The user can change the data of his user profile at any time in the login area of his profile and/or delete his user profile.
- 3.5 The user is responsible for everything that happens via his user profile, unless the user has previously deleted his user profile or reported abuse to Messe Berlin.

4. Features of the event platform

- 4.1 The event platform allows to use the following features in particular.
 - 4.1.1 Contact function: On the MES Insights event platform, the user has the possibility to contact the participants in various ways and to arrange appointments.
 - 4.1.2 Stream: For the official MES Insights program from November 9, 2021 to November 11, 2021, the program will be partially streamed live from the stages.
 - 4.1.3 On Demand Content: The official MES Insights program will be available as part of On Demand Videos following MES Insights through December 15, 2021.
 - 4.1.4 Appointment function and event planning: the user is given the option to

have an appointment reminder set automatically and to save important points in his profile as a reminder.

- 4.2 The features may contain and/or require links and other references to external websites, platforms and/or the integration of offers from external social media service providers (e.g. YouTube, Twitter, Vimeo, LinkedIn), which have been provided, displayed, integrated or shared by the Exhibitor and/or user as part of the use of the features. The content, availability and/or function and/or terms of use of these external links are not controlled by Messe Berlin and Messe Berlin is not responsible for them; the external links are subject to the terms of use of the third parties and may be changed and/or discontinued by the third parties without the knowledge of Messe Berlin. In this case, Messe Berlin's limitations of liability shall apply in accordance with the provisions of Section 11 of these Terms of use.

5. Availability and limitations of the event platform and features

- 5.1 In accordance with the following clauses 5.1 to 5.9 Messe Berlin undertakes to ensure the availability of the event platform and the features during the period of use and to make reasonable efforts and take measures to continuously improve them and to adapt them to the requirements of the users in an oriented manner.
- 5.2 Messe Berlin therefore reserves the right to adapt the Event Platform and the features to the state of the art and to make improvements to the Event Platform and the features, in particular to improve user-friendliness, and with regard to the functions and content of the features.
- 5.3 Messe Berlin provides its services in accordance with the technical standards normally to be expected for this type of service provision and with the due care to be expected in this respect. However, the user is aware that, given the state of the art, it is not possible to provide completely error-free services in the field of digital media and thus to enable unrestricted availability. In particular, an error in the provision of the event platform and/or the features shall not be deemed to exist at least if the error or disruption is caused by the use of unsuitable display software

and/or hardware (e.g. browser) on the part of the user.

- 5.4 Messe Berlin does not guarantee the permanent and uninterrupted availability of the event platform and the features offered in this context. Messe Berlin aims for an average availability of the event platform and features and thus of the services of 95 % in relation to the period of use. Availability within the meaning of this Item 5.4 as follows - subject to the provisions of Item 5.5

Availability = actual time/target time * 100 %.

Actual time= total time - total downtime

Target time= total time

- 5.5 The following periods shall be disregarded when calculating the total time lost pursuant to Section 5.4 above:

- 5.5.1 Periods of unavailability due to Internet disruptions beyond Messe Berlin's control or due to other circumstances beyond Messe Berlin's control, in particular circumstances as a result of an epidemic or pandemic (such as Covid-19) or due to justified exceptional situations (for example "force majeure");
- 5.5.2 Periods of unavailability due to planned maintenance on the database system or event platform or features;
- 5.5.3 times due to mandatory unscheduled maintenance work required to eliminate malfunctions and errors; the user will be informed of this, if possible, by a notice on the event platform.
- 5.5.4 Periods of unavailability due to the fact that the necessary technical requirements for access to the event platform to be created by the user are temporarily not given, for example in case of malfunctions of the user's hardware.

- 5.6 Should the availability of the event platform and thus of the features be temporarily impossible or restricted due to circumstances for which Messe Berlin is not responsible, in particular due to a disruption in the communication networks of other operators or due to a computer failure at third parties (e.g. other providers) or due to incomplete and/or non-updated offers on so-called proxies (intermediate storage), claims for damages against Messe Berlin are excluded. In all other

- respects, the limitations of liability pursuant to Item 11 of these Terms of use shall apply.
- 5.7 In the event of lack of availability of the event platform and/or insufficient playback quality of the features, for which Messe Berlin is responsible, the user shall be entitled to faultless substitute performance, but only to the extent and to the extent of the missing or impaired playback. Should this form of subsequent performance fail or be inappropriate, the user may withdraw from the user Agreement without asserting any further claims (e.g. damages). Messe Berlin's limitations of liability pursuant to Item 11 of these Terms of use shall apply.
- 5.8 Notification of defects by the user for recognizable defects or non-performance must be made in writing (text form is sufficient, e.g. by e-mail) to Messe Berlin (mes-expo@messe-berlin.de) within fourteen (14) working days after the services have been provided. If notification is not made within the aforementioned period, warranty rights shall lapse. This does not apply if Messe Berlin has fraudulently concealed the defect or has given a guarantee for the quality of the item or the success of the service.
- 5.9 Messe Berlin reserves the right to modify, suspend or discontinue the features at any time and without separate notice for any reason. In the event of changes or modifications to the features, Messe Berlin is not obliged to store or continue to display statements, information and content that the user has published or shared with other users. Messe Berlin is not a storage service. The user agrees that Messe Berlin is not obligated to store, retain or provide the user with a copy of any statements, information and content that the user provides to other users, unless required by applicable law and noted in Messe Berlin's privacy policy.
- 6. User obligations**
- 6.1 The user is solely responsible for the provision and maintenance of all technical facilities required for access to and use of the Event Platform and the features, in particular hardware, operating system, internet connection and up-to-date browser software.
- 6.2 The user is obligated not to disclose his/her access data to third parties and to protect it from access by third parties. The user is liable for any misuse of the user profile for which he/she is responsible.
- 6.3 If the user processes personal data of other persons for his own purposes, which he has received from the Event Platform or the features, he acts as a controller within the meaning of the EU-DSGVO and as such is responsible for the lawfulness of the processing and compliance with the applicable data protection rules. The user may only use the event platform as well as provided features for his own information purposes. For this purpose, the user is permitted to print out the information made available to him/her (e.g. partner contributions) or to save it on data carriers belonging to him/her. Any further reproduction, distribution or use of the information, content and data is not permitted unless a separate consent of the author has been obtained. In particular, the user is prohibited from passing on the content to third parties or using it for other purposes of his/her own outside the purpose of the information, e.g. as part of his/her own offer. Assistants of the user and IT service providers are not third parties in the aforementioned sense. Furthermore, the user may not edit the content offered in any form, e.g. change it, translate it or remove copyright notices. All rights are reserved by Messe Berlin or the respective copyright holder.
- 6.4 The user undertakes to respect the rights of third parties, including the rights of Messe Berlin. In particular, the user is therefore not permitted to:
- 6.4.1 use the information contained in the features (e.g. contact details) or the communicative features provided (contacting other users) for advertising purposes or in any other unlawful manner;
- 6.4.2 send or post data which, in particular by its type, nature, size or number, is capable of damaging or blocking the entire IT infrastructure of Messe Berlin or computers of other third parties, or of spying on or damaging data contained therein (e.g. by viruses, Trojans, spam e-mails);
- 6.4.3 in connection with the use of the features, to take any action or disseminate any content or process any personal data that infringes the rights of third parties (e.g. copyrights, trademark rights, personal rights or data protection rights)

or violates any applicable legal provisions, in particular applicable criminal laws, provisions for the protection of minors, data protection laws or provisions under competition law.

- 6.5 The user undertakes to comply with the MES Insights Code of Conduct and to refrain from any violations thereof.

7. Announcement and communication

- 7.1 The user agrees that Messe Berlin may provide the user with notifications and messages in the following ways

7.1.1 within the features (e.g. in the chat function area); or

7.1.2 to the e-mail address that the user provided to Messe Berlin during registration;

- 7.2 The user guarantees that the contact information is up to date.

8. Sharing of Statements, Information and Content

8.1 The features used within MES Insights enable the transmission and exchange of statements, information and content between users. Statements, information and content that contain personal data and that the user sends or shares or otherwise communicates may be viewed by other users or third parties. The user is responsible for the statements, information and content shared with other users, as well as for the method chosen to share the statements, information and content, and for obtaining the necessary consents. Furthermore, the user must ensure that it may legitimately share the shared statements, information and content via the features and that the recipient may legitimately use the statements, information and content and process the shared personal data for the purpose specified by the user.

8.2 Messe Berlin is not obliged to publish statements, information or content on the event platform and/or as part of features and may remove statements, information and content with or without notice.

9. Rights of ownership

9.1 The user hereby affirms that he/she is authorized to transmit, share or publish the statements, information and content

containing personal data provided by the user. The user also hereby declares that the statements, information and content provided, shared or otherwise transmitted by the user do not violate applicable law or the rights of third parties (in particular existing copyrights and ancillary copyrights, such as the right to one's own image as well as name, title, trademark and other trademark rights and data protection regulations). Furthermore, the user assures that the information and data in the user profile are true and do not infringe the rights of third parties and/or violate applicable laws. Messe Berlin may be legally obliged to remove certain statements, information or content.

9.2 The user hereby grants Messe Berlin the simple, non-exclusive, transferable and sub-licensable, worldwide right to use the statements, information and content, which includes the right to use the statements, information and content provided, passed on or otherwise communicated by the user within the framework of the event platform and/or via the features, without further consent of the user and without further notification and/or obligation to pay a license fee to the user or a third party by Messe Berlin to use, reproduce, disseminate and make available to the public, to process technically to an extent necessary for the provision of services by Messe Berlin, and to integrate and display on the event website, the event platform and/or in any other event-related medium. The above granting of the right of use also refers in particular to existing and future copyrights and ancillary copyrights to the statements, information and content, such as the right to one's own image as well as name, title, trademark and other ancillary copyrights.

9.3 If and insofar as a database, several databases, a database work or several database works are created on Messe Berlin's server during the period of use, in particular through the compilation of data and/or statements, information and content by the user as a result of an activity permitted under this user Agreement, Messe Berlin shall be entitled to all rights thereto. Messe Berlin shall remain the owner of the databases or database works even after expiry of the period of use. This shall not affect the user's ownership of his/her data and statements, information

and content.

- 9.4 If third parties claim that their rights have been infringed by the statements, information and content, including personal data, published on the event platform and/or used by Messe Berlin within the scope of the right of use granted under Item 9.2 these Terms of use, the user shall indemnify Messe Berlin on first demand against all claims by third parties, in particular against claims based on infringements of copyright, personal rights and data protection rights, and infringements of patent, trademark, design and utility model rights. This includes any costs incurred by Messe Berlin in defending its rights. The user shall notify Messe Berlin immediately of any infringements of the right of use of which he/she becomes aware. Any measures taken by the user must be agreed in advance with Messe Berlin. The user is also obliged to provide Messe Berlin with full and unrestricted support in the defense of its rights.
- 9.5 The granting of the right of use in accordance with Sections 9.2 to 9.4 these Terms of use is satisfied by the right to participate in and use MES Insights and the right to publish and share your own statements, information and content within the framework of MES Insights.
- 9.6 The user may terminate the right to use certain statements, information and content at any time by deleting these statements, information and content from the features and/or Event Platform or by revoking the right of use vis-à-vis Messe Berlin or by requesting deletion. In doing so, the user must take into account that:
- 9.6.1 other users may have copied the statements, information and content exchanged within the features, over which Messe Berlin has no control;
- 9.6.2 other users may have shared or stored the statements, information and content, over which Messe Berlin has no control; and
- 9.6.3 Messe Berlin requires a reasonable period of time to remove these statements, information and content from security and other systems.

10. Statements, Information and Content

- 10.1 Messe Berlin reserves the right, without

this constituting an obligation to check, to remove or not to publish the statements, information and content provided from entries, contributions or other publications if it is credibly made aware that

- 10.1.1 the content of which violates laws, regulations or official orders; or
- 10.1.2 the content of which infringes the rights of third parties; or
- 10.1.3 the content of which violates the Code of Conduct MES Insights; or
- 10.1.4 the presentation of the statements, information and content is unreasonable for Messe Berlin. **"Unacceptable"** within the meaning of this Item 10.1.4 these Terms of use are, in particular, contents and presentations that violate the principles of the protection of minors, that are in any way discriminatory or offensive, or that refer to such contents and presentations, or that do not technically and/or qualitatively meet the quality standards that are normally to be expected for this purpose, and that are therefore likely to cause not inconsiderable damage to the image of Messe Berlin and/or the event. This also applies to content and presentations that are likely to disparage other users and/or their public perception.
- 10.2 Furthermore, Messe Berlin reserves the right to remove or not to publish declarations, information and content if the user subsequently makes changes to the declarations, information and content provided himself/herself or if declarations, information and content are subsequently changed to which reference is made by means of a link or other form of forwarding published or shared by the user and the requirements of Section 10.1 these Terms of use are thereby fulfilled.
- 10.3 Messe Berlin shall inform the user without delay of the measures taken in accordance with Sections 10.1 and 10.2 these Terms of use. The user shall not be entitled to any claims for damages against Messe Berlin due to the resulting delays in the provision of services or the resulting failure of services by Messe Berlin, unless Messe Berlin acted intentionally or with gross negligence (see also limitation of liability pursuant to Section 11 these Terms of use).

- 10.4 In using the features, the user may encounter statements, information and content that could be inaccurate, incomplete, late, misleading, illegal, offensive or otherwise harmful. Messe Berlin is not obliged to check, correct, supplement or otherwise change statements, information and content provided by other users. Messe Berlin is not responsible for the statements, information and content of other users and can therefore not be held liable for any damage or loss as a result of statements, information and content provided by other users.
- 10.5 Furthermore, Messe Berlin is not responsible for services offered and/or provided to a user by another user or a third party during participation in the event and/or use of the features. The offering or provision of services through the use of the event platform and/or the features takes place exclusively between the user and another user or a third party.
- 10.6 In this context, the user agrees that Messe Berlin:
- 10.6.1 is not responsible for offering, performing or procuring these services;
 - 10.6.2 does not give preference to any particular service offered by a user; and
 - 10.6.3 Does not enter into an employment, agency, or joint venture relationship with a user when providing its services.
- 10.7 If user offers services through the Event Platform and/or features, user represents and warrants that it has all necessary licenses, permits and other authorizations required to offer and/or provide the service and that it will offer and/or provide services consistent with the MES Insights Code of Conduct.
- 11. Exclusion and limitation of liability**
- 11.1 Messe Berlin and its Affiliates make no representations or warranties with respect to the Event Platform and the features and give no assurance that the Event Platform and/or the features will operate uninterrupted or error-free. The MES Insights and its features (including content and information) are provided on an "as is" and "as available" basis.
- 11.2 Messe Berlin and its Affiliated Companies also make no representations or warranties as to any sales or profit expectations and/or business opportunities directly or indirectly associated with or expected to result from the user's participation in the Event and/or use of the Event Platform and/or the features.
- 11.3 Messe Berlin is liable for damage caused intentionally or by gross negligence on the part of Messe Berlin, its legal representatives, executive staff or vicarious agents, irrespective of the legal grounds.
- 11.4 Messe Berlin is liable for damages in the event of simple negligence, subject to statutory limitations of liability (for example, care in its own affairs) only
- 11.4.1 for damages resulting from injury to life, body or health;
 - 11.4.2 for damages resulting from the breach of an essential contractual obligation. **"Essential contractual obligations"** are those obligations whose fulfillment makes the proper execution of this user Agreement possible in the first place and on whose compliance the respective other party may regularly rely. In the event of a breach of essential contractual obligations, Messe Berlin's liability for damages in cases of simple negligence shall be limited to the amount of typically foreseeable damage at the time of conclusion of the contract.
- 11.5 Insofar as the liability of Messe Berlin is excluded or limited, this shall also apply to the employees, executives, vicarious agents and legal representatives of Messe Berlin.
- 11.6 The above exclusions and limitations of liability shall not apply in the case of negligent injury to life, limb or health of persons, the express warranty of characteristics and in the case of liability under the Product Liability Act and shall apply without prejudice to mandatory statutory provisions under applicable data protection law.
- 11.7 With the exception of claims resulting from Section 11.6 these Terms of use, claims for damages by the user for which liability is limited under this Section 11 of these Terms of use shall become statute-barred after one year, calculated from the statutory commencement of the limitation period.

12. Duration and termination of the user agreement

- 12.1 Unless otherwise agreed, the provisions of this usage agreement shall apply for the usage period determined by the organizer.
- 12.2 Either party may terminate this user Agreement at any time upon notice to the other party.
- 12.3 The right of each party to terminate for good cause remains unaffected. Good cause for Messe Berlin exists in particular, but is not limited to, cases in which the user has violated a provision of these Terms of use and/or the MES Insights Code of Conduct.
- 12.4 Upon termination of the user agreement, the user profile will be deleted as soon as possible.

13. Online dispute resolution platform

- 13.1 The European Commission provides a platform for out-of-court online dispute resolution (ODR platform), which can be accessed at <https://ec.europa.eu/Consumers/Odr>. The contact details of Messe Berlin, including the e-mail address, can be found in the imprint of <https://www.mobility-electronics.de/en/additional-pages/imprint/>.
- 13.2 Messe Berlin is neither obliged nor willing to participate in the dispute resolution procedure.

14. Place of performance, place of jurisdiction, applicable law, severability clause

- 14.1 The place of performance and jurisdiction for all disputes arising in connection with this user Agreement shall be Berlin (Germany), provided that the user is a merchant, a legal entity under public law or a special fund under public law or if the user has no general place of jurisdiction in the Federal Republic of Germany.
- 14.2 All disputes arising out of or in connection with the user Agreement and these Terms of use and/or the use of the Event Platform and the features, irrespective of their legal basis, shall be governed exclusively by German law, excluding any conflict of law provisions that refer to a different place of jurisdiction. The UN Convention on Contracts for the International Sale of

Goods shall not apply.

- 14.3 Should individual clauses of these Terms of use be or become invalid, this shall not affect the validity of the remaining provisions of these Terms of use or of the existing usage agreement with Messe Berlin. The parties undertake to agree on other effective provisions in place of the ineffective provisions, which come closest to the economic purpose of the ineffective provisions.

Code of Conduct - MES Insights

Messe Berlin has created an optimal setting for open communication with and between people from all over the world. We bring people together to connect, meet, exchange ideas and generate business.

In doing so, we are characterized by respect, openness and interest. We want to be a platform for exchange and create a holistic communication environment.

Below you will find the rules of conduct for MES Insights:

1. You will comply with all applicable laws, protect and without rights, data protection laws, intellectual property laws, anti-spam laws, export regulations, tax laws and regulatory rights.
2. You have your real name in your correct profile.
3. They use the services in a professional manner.
4. You will behave in a professional manner in the chat (e.g. treat chat and conversation partners respectfully, etc.).

You agree not to act or proceed as follows:

5. Stating a false identity in MES Insights, misrepresenting your identity, creating a member profile for someone else that corresponds to someone else;
6. Develop, use or utilize any software, device, script, robot or other means or process (browser, plug-ins and add-ons and other features) to circumvent the Services or otherwise copy profiles and other data from the Services;
7. Disclose information that is patently false;
8. Rent, lease, sell, trade, sell / resell or otherwise monetize the Services or any related data, or obtain access to any data owned by MES Insights without.